

1895-038 Chancery Causes: J. W. Howard + Co] vs. Lee Jones &
Lee Co.

Howard, Wilson, Johns

CA-Debt
T-Property

-Deed

To the Hon. W. T. Miller, Judge of
the Circuit Court of Lee County, Va:

Your orators J. W. Howard & C. E.
Howard, partners under the firm
name & style of J. W. Howard & Com-
pany, state that heretofore, to wit,
on the 30th day of August 1894, one
J. F. Howard being indebted to J. S. Moore
& Co. in the sum of \$418⁰⁰, your
orators for a valuable considera-
tion agreed to assume the payment
of said debt to said Moore & Co.,
and being desirous to further
secure the payment of said
debt, entered into an agree-
ment with one H. D. Wilson by
which it was stipulated that
your orators, the said J. F. Howard
& the said H. D. Wilson should &
would execute to said Moore &
Co. three notes for \$138⁰⁰, \$139⁰⁰ &
\$141⁰⁰ respectively, or about those
sums respectively, all aggregat-
ing the sum of \$418⁰⁰, the said
notes to be payable in two, four
& six months after their date re-
spectively, and in consideration
for the execution of said notes

by the said Wilson, it was further
agreed in order to save the said
Wilson harmless on account of his
execution of said notes that your
orators should & would convey to
one Lee Jones as Trustee, a certain
stock of goods wares & merchandise
there in the store house of your ora-
tors at Olinger, Virginia, & that your
orators would permit one W. H. Johns
who was the son-in-law of the said
Wilson to come into said store &
take possession of said goods as
the agent of said Wilson & as his
agent to make retail sales of the
said goods sufficient to pay off
the said three notes, collect the
money on the said sales, & turn
the same over to the said Wilson,
it being further agreed and un-
derstood that in case the said
Johns agent as aforesaid could
not make sufficient sales to
pay off said notes as they be-
came due, then upon the payment
of any of such notes by the
said Wilson upon notice to

deputy,
that if there
was agent
of Wilson

deputy

the said Jones, Trustee, it should be his duty to make sale at public out-cry of enough of said goods to re-imburse the said Wilson, & that whenever enough of the said goods had been sold either by the said Johns, Agent, or the said Jones, Trustee, to pay off all of the said notes & interest, then the remainder of the said goods should be turned back to your orators.

Your orators further state that pursuant to this agreement your orators did on the 30th day of August 1894 execute & deliver to the said Jones, Trustee, a deed conveying to him the said goods wares & merchandise in trust for the purpose above stated, in which deed the said J.F. Howard at the request of the said Wilson likewise joined as will more fully appear by reference to the said deed a copy of which is filed herewith as a part hereof - marked "Exhibit A" - and the said Johns at the same time came into the said store, ^{and as}

doing agency
and doing possession

172 July

agent of said Wilson took possession
of said goods wares & merchandise
& commenced the retail sale thereof
and so continued in possession
thereof until the 20th day of Jan-
uary 1895 at which time the goods
then remaining in said store were
taken in possession by the said
Jones trustee as will hereinafter
be more fully stated; & simul-
taneously with the execution of the
said deed of trust your orators
together with the said J. F. Howard
& the said Wilson executed and
delivered the said three notes
to the said Moore & Co. as had
been previously agreed upon.

1826.

Your orators further state that on the
date the said Jones took possession
of said goods as aforesaid they,
the said goods invoiced at \$1391⁰⁰
& were reasonably worth that
sum; that thereafter & before the
20th day of January 1895 your ora-
tors put into said store & into
the possession of said Jones
agent as aforesaid goods wares

deny

deny sale
by Johns, &
show how it was

deny

deny 948
and note 317

deny and
show facts

and merchandise which invoiced at \$123⁴⁰ & were reasonably worth that amount; That between the 30th day of August 1894 & the 20th day of January 1895 the said Johns sold & disposed of all of the said goods except \$509⁴⁹ cents worth thereof, That is to say, the said Johns agent as aforesaid sold and disposed of goods which invoiced at \$1004⁹⁹ & which were reasonably worth that amount, and that during the dates last aforesaid there was paid to the said Johns agent as aforesaid for and on behalf of your orators by sundry persons who owed your orators for goods sold to them prior to the 30th of August 1894 the sum of \$94⁰⁰, That is to say, the aggregate amount of money which the said Johns had or should have had on the 20th day of January 1895 out of which to pay off & discharge the notes to the said Moore & Co. amounted to \$1098⁹⁹; & your orators are informed believe & charge that the said Wilson

deputy for
Wilson

on the date last aforesaid knew of the amount of sales which the said John had made of said goods and of the amount of money collected by him from your orators' old creditors as aforesaid. And your orators believe & charge that the said Wilson likewise knew thereof at the time he requested the said Jones trustee to make sale of the remainder of the said goods under the said deed of trust, to wit on about Jan'y 1st 1895. Yet nevertheless when the said second note to the said Moore & Co. became due the said Wilson claimed that there were no funds from the sale of said goods to meet the same, & claimed that he was compelled to pay the same out of his own pocket, although as your orators are informed believe and charge the said John his agent had theretofore made sale & disposed of over eight hundred dollars worth of the said goods all of which

correct

was well known to the said
Wilson; That the said Wilson on
about the 1st Day of Jan'y 1895 re-
quested the said Jones trustee to
advertise & make sale of the
remainder of said goods un-
der said deed of trust, & the
said Jones, although, as your ora-
tors are informed believe & charge
he then well knew that the said
Johns agent had theretofore
disposed of a great deal more
than enough goods to pay the
whole of said indebtedness to
said Moore & Co. nevertheless pro-
ceeded to advertise & sell the
said goods & did on the 20th day
of Jan'y 1895 sell a portion of the
said goods which were invoiced
at & were reasonably worth the
sum of \$341⁰⁰, but which under
the said forced sale brought the
sum of only \$155⁰⁰; and the
said Jones Trustee now has the
remainder of the said goods which
invoice at & are reasonably worth
\$168.³⁵ and refuses to deliver the
same to your orators.

deputy

1 & 2 Feb'y

deputy was it

Mrs. not
near the year 75-76

It will thus be seen that the aggregate amount of goods sold & disposed of as aforesaid & money paid to the said Johns agent as aforesaid is \$1439.⁹⁹/₁₀₀, & yet only the first two of the said notes to the said Moore & Co. have been paid and the said Wilson Johns and Jones have not paid to your orators or otherwise accounted to them for any part of the remainder of the said \$1439.⁹⁹/₁₀₀.

Wherefore your orators say that by reason of the said several violations of said contract they have been damaged in the sum of \$1159.⁹⁹/₁₀₀ for all of which both the said Johns & the said Wilson are liable to your orators, & for a part of which to wit, the sum of \$509⁴¹/₁₀₀ the said Jones is likewise liable to your orators.

Your orators further state that the accounts between your orators & the said Wilson Johns & Jones are mutual & very compli-

cated & that in order to make
proof of the matters above set
forth it will be necessary
to refer this cause to a
Commissioner in Chancery to
state and audit said ac-
counts; wherefore your orators
pray that the said H. D. Wilson,
W. H. Johns & Lee Jones Trustee as
aforesaid be made parties de-
fendant to this bill & be re-
quired to answer the same
but answer under oath is hereby
expressly waived; that this cause
may be referred to a Commis-
sioner to audit said accounts;
and that upon a final hearing
the said Wilson & Johns be re-
quired to pay to your orators the
sum of \$1159⁹⁹/₁₀₀; & that the
said Jones Trustee be required
to pay unto your orators the
sum of \$341⁰⁰ & to deliver
unto your orators the remainder
of the said goods, or in lieu
of such delivery that he be
required to pay to your orators
the value thereof to wit \$168³⁵ &

for costs and for general re-
lief - And your orators will
ever pray &c -

Bullitt & Kelly
Counsel for Plaintiffs.

J. W. Howard & Co.
vs } Original Bill
}

H. D. Wilson et al

1895 2nd Feby Rules bill
filed Spa Executed &
Decree nisi

" 1st March rules taken
the last Monday in
Feby D. N. Conf. & Cause
set for hearing.

Bullitt & Kelly

This deed made this the 30 day of August 1894 by and between J.W. Howard and C.E. Howard, partners doing business under the firm name and style of J.W. Howard and Co., and J.F. Howard, parties of the first part, and Lee Jones, party of the second part, all of the County of Lee and State of Virginia:-Witnesseth that for and in consideration of the sum of one dollar cash in hand paid, the receipt of which is hereby acknowledged, the said parties have bargained and sold, and by these presents do convey, with covenants of general warranty, the following described property, to-wit: as per invoice which he Jones has copy of same, consisting of dry-goods, notions, groceries, hardware, shoes clothing, soda-fountain, wares, merchandise etc, which are in the house formerly owned and occupied by T. Bent Thompson at Olinger Station Lee County, Virginia; amount of said invoice being thirteen hundred and ninety one dollars (\$1391⁰⁰) the above goods ~~xxx~~ wares and merchandise etc, now owned by the said J.W. Howard and Company, and purchased by them from J.F. Howard.

In Trust nevertheless, for the following purpose, and none other, to-wit: that is to say, that whereas the said parties being desirous of being restored to the possession of said property have procured one H.D. Wilson to go upon and execute with them three notes as their said surety; Now therefore in order that the said H. D. Wilson should be held harmless by reason of his endorsing notes as surety for said first parties, the said conveyance above mentioned is made; and it shall be the duty of the said trustee, upon request in writing ~~xx~~ by the said H.D. Wilson, and upon proof of the amount he has had to pay by reason of his being the surety on the said notes as aforesaid, to sell said stock of goods, or so much thereof as may be necessary, for cash in hand, and out of the proceeds thereof pay to the said H.D. Wilson the sum shown by him to be due by reason of his suretyship on said notes, and the execution of this trust deed. He shall give 20 days notice of the time and

place of sale, which shall be at the said store house where the same now are.

Witness the following signatures and seals the day and year first above written.

J.W.Howard(Seal)

C.E.Howard(Seal)

J.F.Howard(Seal)

Virginia, Lee County to-wit:

I John Riddle a Justice of the peace for Lee County, Virginia, do certify that J.W.Howard, C.E.Howard and J.F.Howard whose names are signed to the above writing bearing date on 30th day of August 1894, have acknowledged the same before me in my aforesaid County.

Given under my hand this 1st day of Sept.1894.

John Riddle,J.P.

J. W. Howard & Co.

To } Copy of Deed

Lee Jones, Trustee

J. W. Howard & Co

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H. D. Wilson et al

"Exhibit A"

Filed B^{no} Feby
Rules 1895

H.D.Wilson, et als.

Defendants.

ads.

In Chancery.

J.W.Howard & Co.

Plaintiffs.

To the Honorable W.T.Miller, Judge of the Circuit Court
for Lee County, Virginia:

The separate demurrer and answer of W.H.Johns to a bill in
chancery exhibited against himself and others in this Court by
J.W.Howard & Co.

Respondent says that the complaints' bill is not sufficient
cient in law to call upon him to answer it in this Honorable
Court, but that there is good cause of demurrer thereto, and
he demurs accordingly and prays judgement of said demurrer &c.

And not waiving said demurrer but relying and insisting ~~th~~
thereon, should other and further answer be required of him,
answering, he says:

That it is true, as he supposes, that on the 30th day of
August 1894 J.F.Howard was indebted to J.S.Moore & Co.in the
sum of \$418.00; and at that time the said J.S.Moore & Co. had
sued out an attachment against the goods and chattels of the
said J.F.Howard, and had levied the same on the stock of goods
then lcaimed by the said J.W.Howard & Co. And in order, as
respondent is informed, to procure the release of said attache
ment, the said J.F.Howard and the said J.W.Howard & Co. pro-
cured one H.D.Wilson to join with them in the execution of
three notes for the sum of \$139.33 1/3 each payable at the Ap-
palachian Bank, payable respectively in two four and six month
after their date, and to indemnify and save harmless the said
Wilson as their security upon said three notes, the said How-
ards executed a deed of trust to Lee Jones, Trustee, on the
stock of goods in their store-house at Olinger, Virginia, a
copy of which said deed of trust is filed with the complain-
ant's bill.

Your respondent denies that it was a part of the consider-
ation for the execution of said notes by said Wilson that he,
your respondent, was to come into said store and take possess-

ion of said goods as the agent of said Wilson, and as his agent, to make retail sales of the said goods sufficient to pay off the said three notes, collect the said money on the said sales, and turn the same over to the said Wilson. Respondent denies that he was in any way or for any purpose the agent of the said Wilson, but on the contrary he was the servant and employee of the said J.W.Howard & Co. He was employed by them and not by the said Wilson, and if an agent at all, he was the agent of the said Howard & Co., and not the agent of the said Wilson, as will more fully and at large appear by reference to the written contract entered into on the 1st day of September 1894 by and between your respondent and the said J.W.Howard & Co., by which it will appear that the said J.W.Howard & Co. were to pay your respondent \$15.00 per month for the period of six months, and they were to turn over cash to him to the amount of \$418.00 to be paid on the notes endorsed by the said Wilson. Said contract is herewith filed as a part hereof marked "B", with ~~ANSWER~~ Ans. of W.H.Johns".

Respondent supposes it is true, as he sees the deed so provides, that in the event ^{Wilson} had to pay anything by reason of his being surety on said three notes, that the it was made the duty of said trustee, upon being required so to do, to make sale at public outcry, for cash in hand, of enough of said goods to pay off the amount so paid by the said Wilson, and the balance due on said note. Respondent supposes that it was the duty of said trustee to deliver up any remainder of said goods, after he had realized therefrom enough to save the said Wilson harmless, to the said J.W.Howard & Co. Respondent denies that he on the 30th day of August or at any other time came into said store and took possession of said goods wares and merchandise as the agent of the said H.D.Wilson, but he did come in said store on the 1st day of September 1894 as the Clerk and the meployee of the said J.W.Howard & Co; that he continued to clerk for them until the 1st day of February 1895 when said tr ustee took possession of said goods, claiming the

same under said deed of trust, and proceeded to sell enough of them to pay off and discharge the second of said notes which had been paid off as respondent is informed by the said H.D. Wilson.

Respondent will now further show your honor that the time said deed of trust was executed, said goods were invoiced, said inventory amounting to \$1326.00 instead of \$1391.00 as alleged in said bill, all of which will more fully appear by reference to said original invoice which is here filed as part hereof, marked "Exhibit "C" with W.H. Johns' answer."

Respondent says it is true that after he became the clerk of the said J.W. Howard & Co. there was a small amount of goods put into said store, the invoice price of which he does not exactly know, but he denies that it was \$123.40, or that the goods so put in were reasonably worth that amount.

Respondent says that it is not true that between the 30th day of August 1894 and the 30th day of January 1895, that he sold and disposed of all of said goods except \$509.49 worth thereof; that it is not true that he sold and disposed of good goods which were invoiced at \$1004.99: but it is true that an invoice was taken of said goods showing a balance of said stock on hands on the 1st day of February 1895, amounting to \$509.49, but all of the goods so sold were not sold by him. The said J.W. Howard and the said C.E. Howard were both in said store, selling and disposing of said goods a large part of the time, and one or the other of them principally all the time between the 1st day of September 1894 and the 1st day of February 1895, during which time sales were made by the two Howards and by your respondent, he acting with them, for them and as their employee according to their direction.

Respondent says it is not true that he collected the sum of \$94.00 from persons indebted to the said J.W. Howard prior to the 30th day of August 1894; but he did collect on a debt or debts so due them the sum of \$31.00.

Respondent denies that the sum of money which he had or sh

should have had on the 20th day of January 1895, out of which to discharge the notes endorsed by the said Wilson amounting to \$1098.00. Respondent denies that at said date that the said Wilson knew or could have known the amount of goods sold by himself and the said Howard. Respondent says that it is true, as he is informed and believes, that when said second note became due that the said Wilson had to pay it off, the said Howards furnishing no money for that purpose. It is true as respondent is informed that the said Wilson required the said Jones, trustee, sometime about the 1st of January 1895, to advertise said stock of goods for sale to reimburse him for the sums paid by him on said notes. It is true as before stated that the said Jones did on the 1st and 2nd days of February 1895, not on January 20th as alleged in said bill, did sell a portion of said goods, said sales aggregating as he is informed \$155.00. Respondent does not know what the goods so sold were invoiced at. The balance of said goods as respondent is informed are in the possession of the said Jones, trustee. Respondent does not know the invoice price of said goods nor does he know their reasonable value, nor does he know whether or not the said Jones refuses to deliver them to the said Howards, and if he refuses, why he does so. Respondent says that it is true, as he is informed that only the first two of said notes endorsed by the said Wilson have been paid. Respondent denies that said complainants have been damaged by himself, the said Jones, or the said Wilson or all of them together the sum of \$1159.99. And if the said complainants have been damaged in any sum it is their own mismanagement, and not the mismanagement of himself or of his co-defendants that entailed has ~~repaid~~ said damage upon them.

Your respondent will now show your honor that the actual amount of goods in said store at the time he was employed amounted by the invoice to the sum of \$1326.94; that he estimates the goods put into said store afterwards at \$16.00; that this respondent collected on debts contracted prior thereto

at \$21.00, making a total sum of \$1371.94. Respondent will now show the disposition that has been made of the same. Shortly after the execution of said trust M.G.Ely under attachment proceedings levied ~~on~~ and had sold goods which according to the invoice price amounted to \$266.29. Your respondent as is shown by said written contract hereof filed as part of this answer was to receive \$15.00 per month for six months services, all of which he was to take in goods from said store, and that he did take goods to the amount of \$90.00. He and the said Howards paid freight due by the said Howard & Co. for \$11.91. They paid to M.H.Reason rent on said store-house \$23.94. There was likewise paid to L.M.Wade, Deputy Sheriff costs \$9.20. There was paid for cider \$4.50; cider lost by souring as per invoice \$5.00. Bacon spoiled and lost \$4.00; butter spoiled and lost \$1.44; eggs spoiled and lost 3.20. 2 doz. lamp chimneys broken \$1.26. The following goods were taken out by the said J.W.Howard, to wit: 1 pistol invoiced at \$5.00 1 pr.pants, \$2.00; 1 pr.shoes,\$2.00; 1 hat, \$2.00 ; cash when he went home on visit, \$5.00; cash when he went to Jonesville, \$20.00; cash paid by John to Eickley,\$4.50; cash paid by John to H.A.W.Skeen,\$14.00; cash used by John,on visit to Big Stone Gap, \$26.00; cash collected by John from W.S.Coldiron on goods sold after the 30th day of August \$3.83; from Phillipps,\$7.00 cash taken by Claud, on first visit home, \$7.78; on second visit home,\$5.00; paid by John and Claud for board \$16.95; cash collected by John on sales made after 30th of Aug.1894 from Wm.Bailey \$1.45; from John R.Bailey, \$1.50; from A.P. Reese, \$1.73; J.A.Olinger, 1.00; from Richard Gibson,\$2.95; from Mary Pucket, \$0.65; paid first note in Appalachian Bank, on which H.D.Wilson was security, \$140.74; paid on one of said notes \$8.10; goods sold on credit, by the said Howards, and by respondent at their direction, which debts are still outstanding and due \$326.49; invoice of goods on hand, at the time Jones trustee took possession, \$509.41; making a total thus accounted for of \$1531.81. Your respondent thinks it likely

that the said John W. and C.E. Howard collected or sold goods for other sums of money not known to him. But at any rate respondent has shown by the foregoing statement that the goods have netted out including sold on a credit, those taken of under the attachment proceedings by M.G. Ely, and those taken by the said John Howard amount to a larger sum than said goods were invoiced at. Respondent sees no necessity for an account in this case, and he has no objection to one being taken, provided, the complainants, who are non-residents of the state will pay or secure the payment of the costs thereof.

Respondent now having answered said bill as fully as he is advised it is material for him to answer the same, and here denying again that he was the agent of the said H.D. Wilson, and here expressly denying every allegation contained in said bill not hereinbefore denied, admitted, or explained, he prays to be hence dismissed with his costs.

Samuel T. Hyatt

Attys. for deft.

W. H. Johns.

W. St. John

ans ~~3~~ Answer

J W Howard & Co

in open

Filed, March 6th 1895

A B Munsey
Clerk

This Sept. 1 1894

This Contract made & entered
into ^{between} J. M. Howard & Co. of first part and W. H.
Johns of 2nd part party of first agrees
to pay party of 2nd part fifteen dollars
per month for the period of six months
party of 2nd part is to board him self
and to take his pay in ^{of money} store at 13 percent profit
parties of first are to turn cash to amt of
Four Hundred and eighty dollars to party of 2nd
part to be paid on notes indorse by J. M.
Wilson which are in Appalachian Bank, of
Big Stone Gap Va

J. M. Howard and Co.
W. H. Johns

A Bond

J. W. Howard

"B"
With Ans. of W. H. Johns

(Candle got 2
when I was
in 1878
another time 1881
John got 1882
from 1883, etc.
another 1884, etc.
etc. something 1885
John got.

7. 28
7. 28
14. 56

3	Lady Hat-	50	1 00
1	" " "	12 1/2	1 25
1	" " "	15 -	1 35
2	" " "	150	2 50
1	" " "	55 -	1 05
1	" " "	2 00	2 00
2	" " "	12 1/2	2 50
1	" " "	40	40
2	" " "	15 1/4	6 08
2	" " "	50	1 00
2	" Men " show	25 -	00
1	" " "	75 -	1 10
123	" Boy " "	76	6 08
4	" Saylor Hat-	20	1 12
2	" Child " "	75 -	00
2	" Men " "	76	64
171	" Boy " "	8 1/2	92
8	" Men " "	12 1/2	1 00
176	" " " "	12 1/2	2 00
3	Caps	75 -	4 45
1	Boy show hat	1 00	1 00
4	Boy Hat wool	40	1 00
3	Men show Hat-	30	1 08
1	" " "	50	1 00
5	" " "	48	2 00
4	" " "	43	1 55
4	Boy Hat wool	15	00
		131	36 28

23	"	rooted
✓ 34	ayd.	rooted
3 1/2	"	filenced
✓ 25 1/2	"	Cambree
26 1/2	"	Lawns
25	"	Calico Turkey
77	"	"
✓ 42	"	"
25	"	"
18	"	"
16	"	"
27	"	"
8	"	"
✓ 22	"	"
4	"	Gingham
15	"	Calico
16	"	"
2	"	dress goods
✓ 32	"	Pink Calico
8 1/2	"	Dress good
2	"	Calico
7	"	"
13	"	dress goods
15	"	Wiggin
22	"	Cotton flannels
2	"	White goods
3	"	Gingham
8 1/2	"	"
28	"	dress goods

@ 12 1/2	2	88
12 1/2	4	15
33 1/2		16 1/2
7 1/2		1 90
4 1/2		1 19
6 1/2		1 62
6 1/2		1 70
6 1/2	2	73
8 1/2		1 62
6 1/2		1 17
6 1/2		1 64
6 1/2		1 39
4 1/2		34
4 1/2		97
7 1/2		80
4 1/2		81
4 1/2		92
12 1/2		25
6 1/2		1 98
8 1/2		70
4 1/2		89
5 1/2		87
12 1/2		1 65
12 1/2		1 88
2 3/4		95
8 1/2		17
7 1/2		22 1/2
6		37
16 2/3		4 66 2/3
		58 45 2/3

132 yds. Dress goods
 8 " " " " " " " " " " " "
 3 " " " " " " " " " " " "
 177 " " " " " " " " " " " "
 25 " " " " " " " " " " " "
 125 " " " " " " " " " " " "
 8 " " " " " " " " " " " "
 4 " " " " " " " " " " " "
 192 " " " " " " " " " " " "
 8 1/2 " " " " " " " " " " " "
 26 1/2 " " " " " " " " " " " "
 132 " " " " " " " " " " " "
 5 1/2 " " " " " " " " " " " "
 115 " " " " " " " " " " " "
 40 " " " " " " " " " " " "
 144 " " " " " " " " " " " "
 2 p. " " " " " " " " " " " "
 12 " " " " " " " " " " " "
 178 p. " " " " " " " " " " " "
 14 " " " " " " " " " " " "
 14 alpaka coat
 19 Ross suit -
 1 " " " " " " " " " " " "
 2 " " " " " " " " " " " "
 4 " " " " " " " " " " " "
 4 " " " " " " " " " " " "
 13 Coat " " " " " " " " " " " "

@ 12 1/2	4 00
" 78	1 48
1 1/2	22 1/2
1 1/2	1 27 1/2
1 1/2	1 47 1/2
12 1/2	3 72 1/2
16 1/2	64
33	1 32
22 1/2	16 20
16 1/2	1 58
8	1 85 1/2
60 1/2	3 36
8 1/2	38 1/2
12 1/2	1 90 1/2
8 1/2	1 50
6 1/2	2 86
53 1/2	64 1/2
175	9 00
91	11 50
45	1 85
150	1 50
190	19 70
190	1 90
125	2 60
50	2 00
23	1 15
100	3 00
	<u>97 74 1/2</u>

1/2	Steamer	200	16 3/4
1/2	1/2 gal	75	37 1/2
1/2	Large pump	175	87 1/2
1/2	Medium	750	75
1 1/2	Long and O. Oars, 1 gal	200	1 16 2/3
1 1/2	" " " 1/2 gal	155	90
1/6	Black gel	150	25
1 1/2	Spent Caps	35	61 1/4
1 1/4	1/2 gal	78	10 1/2
1 1/2	Relay Hoses	60	2 70
40	Eggs	81	3 20
1 25	On the roof	51	75
1 10	Spice	10	1 00
1 1/2	Butter mold	28	1 08
1 1/2	Wapins	18 1/2	3 75
1 1/2	Box Blows	21	1 68
1 1/2	Blacking	40	90
1 1/2	"	15	12 1/2
1 1/2	Cash	80	26 3/4
5/12	Shoe polish	200	83 1/2
10 #	Pipe ground	18	1 80
2 #	House shoe nail	9	18
10 #	High Sol.	45	4 50
17 #	Shel	6	1 04
8 #	Lead	10 1/2	52
130 #	High Sol.	43	16 50
1 1/4	Pink	20	50
1 1/2	On the edge	11	69
15 #	Poda	5	75
1/4	Touch	34	1 36 1/2
1 25	High Sol.	61	1 50
1 1/2	Antifilm	5	200
			50 06

Weight	Item	Price	Total
18 1/2 #	Coffee	75	75
17 #	Box X	61	33
15 1/2 #	Refin	12	18
14 1/2 #	Refin	15	45
13 #	Quinon	35	48 1/2
12 #	Mistard	30	78 1/2
11 #	Ball of salt	20	98 1/2
10 #	Ball of salt	20	118 1/2
9 #	Ball of salt	20	138 1/2
8 #	Ball of salt	20	158 1/2
7 #	Ball of salt	20	178 1/2
6 #	Ball of salt	20	198 1/2
5 #	Ball of salt	20	218 1/2
4 #	Ball of salt	20	238 1/2
3 #	Ball of salt	20	258 1/2
2 #	Ball of salt	20	278 1/2
1 #	Ball of salt	20	298 1/2
1/2 #	Ball of salt	20	318 1/2
1/3 #	Ball of salt	20	338 1/2
1/4 #	Ball of salt	20	358 1/2
1/5 #	Ball of salt	20	378 1/2
1/6 #	Ball of salt	20	398 1/2
1/7 #	Ball of salt	20	418 1/2
1/8 #	Ball of salt	20	438 1/2
1/9 #	Ball of salt	20	458 1/2
1/10 #	Ball of salt	20	478 1/2
1/11 #	Ball of salt	20	498 1/2
1/12 #	Ball of salt	20	518 1/2
1/13 #	Ball of salt	20	538 1/2
1/14 #	Ball of salt	20	558 1/2
1/15 #	Ball of salt	20	578 1/2
1/16 #	Ball of salt	20	598 1/2
1/17 #	Ball of salt	20	618 1/2
1/18 #	Ball of salt	20	638 1/2
1/19 #	Ball of salt	20	658 1/2
1/20 #	Ball of salt	20	678 1/2
1/21 #	Ball of salt	20	698 1/2
1/22 #	Ball of salt	20	718 1/2
1/23 #	Ball of salt	20	738 1/2
1/24 #	Ball of salt	20	758 1/2
1/25 #	Ball of salt	20	778 1/2
1/26 #	Ball of salt	20	798 1/2
1/27 #	Ball of salt	20	818 1/2
1/28 #	Ball of salt	20	838 1/2
1/29 #	Ball of salt	20	858 1/2
1/30 #	Ball of salt	20	878 1/2
1/31 #	Ball of salt	20	898 1/2
1/32 #	Ball of salt	20	918 1/2
1/33 #	Ball of salt	20	938 1/2
1/34 #	Ball of salt	20	958 1/2
1/35 #	Ball of salt	20	978 1/2
1/36 #	Ball of salt	20	998 1/2
1/37 #	Ball of salt	20	1018 1/2
1/38 #	Ball of salt	20	1038 1/2
1/39 #	Ball of salt	20	1058 1/2
1/40 #	Ball of salt	20	1078 1/2
1/41 #	Ball of salt	20	1098 1/2
1/42 #	Ball of salt	20	1118 1/2
1/43 #	Ball of salt	20	1138 1/2
1/44 #	Ball of salt	20	1158 1/2
1/45 #	Ball of salt	20	1178 1/2
1/46 #	Ball of salt	20	1198 1/2
1/47 #	Ball of salt	20	1218 1/2
1/48 #	Ball of salt	20	1238 1/2
1/49 #	Ball of salt	20	1258 1/2
1/50 #	Ball of salt	20	1278 1/2
1/51 #	Ball of salt	20	1298 1/2
1/52 #	Ball of salt	20	1318 1/2
1/53 #	Ball of salt	20	1338 1/2
1/54 #	Ball of salt	20	1358 1/2
1/55 #	Ball of salt	20	1378 1/2
1/56 #	Ball of salt	20	1398 1/2
1/57 #	Ball of salt	20	1418 1/2
1/58 #	Ball of salt	20	1438 1/2
1/59 #	Ball of salt	20	1458 1/2
1/60 #	Ball of salt	20	1478 1/2
1/61 #	Ball of salt	20	1498 1/2
1/62 #	Ball of salt	20	1518 1/2
1/63 #	Ball of salt	20	1538 1/2
1/64 #	Ball of salt	20	1558 1/2
1/65 #	Ball of salt	20	1578 1/2
1/66 #	Ball of salt	20	1598 1/2
1/67 #	Ball of salt	20	1618 1/2
1/68 #	Ball of salt	20	1638 1/2
1/69 #	Ball of salt	20	1658 1/2

1 pair main shoes	@50	50
2 " Brogan	11.90	23.80
103 Coffee Mills	103.00	103.00
1 3/4 doz buttons	1.75	56 1/4
134 lott iron 3/4	1 1/2 each	2 55
135 11 6 in 3/4	3 1/2 "	2 06 1/2
1135 11 4 in 3/4 in	3 1/2	4 72 1/2
1138 11 8 " "	7 1/2	2 45 1/2
134 11 6 " "	8 1/2	1 79
130 11 11 " "	5 1/2	1 75
128 11 3 " "	7 1/2	39
16 sh. Hook and eyes.	15 each	90
190 Bates starch	3 1/2 each	3.75
19 Washboards	20 1/2 "	11 87
14 sh. Bed. Springs	1.50	1.60
18 mpr iron	15	75
11 Buf bottom hook	25	25
127 box wood screws	15 by 4	35
1/3 doz hooks	20	66 2/3
11 Iron bed outfit -	60	60
14 2. Bell Room	15	60
11 1/2 lock gate	25	25
108 11 Hinge	11	45
11 1/4 dy sh. Butts	17 1/2	18 3/4
12 11. Thill bits	72	62 1/2
14 skillets	15	60
2 Oak Turner	6 1/4	12 1/2
		40 32 1/2

125-4 Cotton cloth	@ 10 1/2	2	20 1/2
17 Bbs. apple cider	500	6	300
19 Bbls @ D. Church			60
12 B " " " " 45 " "			90
15 False Colters,	10 1/2 each,		152 1/2
135-10 lbs B in	3 1/2 " "	7	22 1/2
1 3/4 gal. ketchup	30 each	5	25
1 1/2 gal. Lard	88 1/2 gal	1	66 3/4
2 single tires	18 "		36
2 hams	65 each	7	30
17 Last. & iron outfit:	60		120
1 1/2 gal. Lard	3 1/2 "	5	50
18 Lg. Lard, Rhine	@ 62 1/4 Lb	5	100
115-0 1/2 price Champagne ad:	8 1/2 "	7	30 1/2
112 1/2 lb plate	65 " net	7	80
1 8 1/2 " Tea and saucers	85 " "	7	83 1/2
1 gal. shoe pegs	12 1/2		12 1/2
50 # Spanish Brown Lard	165	7	50
1 1/2 gal. axle	100	7	100
1 Key, Blotter, Pins	8 1/2	1	100
25 # Lard	6 1/2	2	12 1/2
1 1/2 # Lard	80	3	25
1 1/2 # Lard	80	2	25
1 1/2 # Lard	20	1	20
1 1/2 # Lard	125		62 1/2
1 1/2 # Lard	125		218 1/2
1 1/2 # Lard	75		12 1/2
1 1/2 # Lard	60		10
1 1/2 # Lard	60		90
1 1/2 # Lard	60		20
1 1/2 # Lard	30		30
1 1/2 # Lard	30		15
1 1/2 # Lard	55		35
1 1/2 # Lard	75		75
1 1/2 # Lard	20		16 3/4
1 1/2 # Lard			68 1/2

134 yd Spool Thread	@ 45-	24 30
12 Thread Cases,	150	3 00
1/2 In D Case	150	75 00
160 ft rope	12 1/2 ft	30
1 Looking Glass	35	35
12 linen holder	17 1/2	15 00
17 " " "	25	25 00
11 Spool - iron	50	50
17 " " "	50	50
1 " " "	25	25
120 towel	70	2 00
2 " " Linen	7 1/2	30
11 shawl	50	50
11 " " "	25	25
1 " " " Breakfast	25	25
1 " " " under misses	75	75
17 yd Handkerchief	90	46 2/3
1 Napkin	10	10
11 funnels, for paper-poke	25	25
1 Ryck	25	25
11 powder safe Case, Elford	50	50
13 scoops	75 each	45 00
16 shoe Cases	70	42 00
1 Bell with wires	16	16
1/4 yd Rock Combs	5	18 3/4
1/3 " "	5	50
5/8 " " "	20	1 46 2/3
1/2 " " "	80	25
1/2 " " "	75	56 1/4
1/2 " " "		97 81 1/2

98 gal best mixed ash color	Q125-116 25-
45 # Nail arly	23 12 54
98/188 # H shoes	4 1/4 3 31 1/2
128 # " "	6 1 38
132 # " "	5- 1 60
17 1/2 lb, Chain trace	35- 2 5 2 1/2
112 " " "	45- 5 40
127 ash flaps	78 6 04
1 1/2 by Buckle covered	755- 1 23 3/4
2 bushels flax seed	7 1/2 2 00
1 1/2 bushels flax	14 1 00
1 Belt bag	50 50
45 gal. Vase	78 8 10
100 gal. oil	28 2 80
12 double shovel	250 5 00
11 oil tank	500 5 00
1 stove and chimney	900 9 00
45 # Leather gloves	35- 15 75
5 bushels	60 3 00
1 piece upper leather 2 1/2 #	40 1 00
1000 green books	1 1/2 7 50
5 # sole leather	27 1 35
1 Rys the	60 60
5- gal Oil	77 5 50
1 Cast box	75 75
2 gal wher	50 12 1/2
1 lamp	5 4 3 00
7 " "	50 2 17 58 1/4

$\sqrt{3/4}$ d. saddle. Girths
 $\sqrt{8}$ Hiding, Bridle.
 $\sqrt{3}$ Halls, "
 $\sqrt{4}$ "
 $\sqrt{5}$ pair Check Saddle
 $\sqrt{7}$ Buck, bands,
 $\sqrt{8}$ Hoes
 $\sqrt{4}$ ~~Stump~~ Stump best —
 $\sqrt{1/2}$ " Stump best —
 $\sqrt{1/2}$ " Shovel " Coal Shovel
 $\sqrt{1/8}$ " " Rakes.
 $\sqrt{1/2}$ " Broom.
 $\sqrt{96}$ $\sqrt{1/4}$ sk. "
 $\sqrt{22}$ ash - large bean, seed,
 $\sqrt{10}$ "
 $\sqrt{75}$ " yko, " " " "

@ 200 16.0
 9 00 dg 6 00
 2 00 " 3 00
 9 00 " 3 00
 1 00 "
 1 15 — 15
 8 15 — 5 00
 1 15 —
 1 25 — 7 89
 2 50 7 15
 8 00 62 1/2
 30
 2 00 7 00
 1 50 per chd 10 10
 15 yko, 3 30
 15 " 7 95
 5 11 8 1/5
 + 747 1/2

✓ 35	Buy wool hat	@ 20	2 00
✓ 9	Menshat Shown	11 40	1 20
1	" wool	11 70	1 00
6	" "	11 40	2 40
4	" "	75 ✓	3 00
2	" "	128 ✓	2 54
3	" "	50	2 50
3	" "	75	2 25
3	" "	70	3 00
1	Shet	50	50
1	" Fur	70	1 00
3	" wool	30	90
3	" "	70	3 00
1	" "	70	1 00
2	" "	70	2 00
7	" "	20	2 00
3	" "	55	1 18
3	" "	50	2 50
✓ 1	Buy hat	05 1/2	57 1/2
✓ 2	Buy " cap	15	30
✓ 5	Chamber with lids	50	2 50
✓ 3	" " " out-lid	40	2 00
✓ 2	2 lb Cotton raw	70	1 20
✓ 8	Collar, hats	29	2 02
✓ 1	dy back band	150	1 50
✓ 10	dyal 60 cloth	22	2 20
✓ 9	side		46 16 1/2

212
141
85

[illegible]

1/4 gal matches
 15-M Paper bags
 12 Ream wrapping paper
 17 1/2 Jamiah ginger
 1/2 dy Salf Coller
 1/6 " Cloth "
 1/6 " Lankun
 1/3 " Offa Grot;
 1 Sander Globe
 12 fringing hem
 1 Buckle
 1/4 dy stove joints
 25 # Flax
 3 # wool
 2 sifon
 1 Sifon paper
 1/2 dy Collars
 2 waives
 2 tin pitcher and wash
 7 # Bees wax
 50 ft - fies
 17 # Butter
 1/6 dy Hornd sauce
 12 Soda fountain refil.
 82 # Bacon
 171 gal Crochey

750

60	75
72	12 w
35	70
75	7 25
25	25
8	2 66 2/3
850	54 1/3
350	58 1/3
720	35 1/3
11	12 1/2
75	30
71	6 1/4
77	45
25	75
8 1/2	46 2/3
300	25
850	29 1/6
450	25
71	75
20	40
30	30
8 1/2	44 1/2
750	250
750	150
71 1/2	15
8 1/2	93 1/2
8786	23

$\frac{12}{2}$
 $\frac{2}{2}$
 $\frac{2}{2}$
 $\frac{2}{2}$
 $\frac{2}{2}$

✓ 500 Envelopes	140	70
✓ 1/4 Ream Legal Cap. paper	1200	50
✓ 2 1/3 dy. Membrs.	40	96
✓ 4 " Souther Brakes	75	25
✓ 1/2 " Linc.	40	3 1/2
✓ 1/4 " Table	40	30
✓ 300 Envelopes	160	48
✓ 1/2 gross Pen Holders	120	60
✓ 1/2 dy. Pins	30	2 10
✓ 1 gross. Printing	10	10
✓ 1/2 gross. Needle	50	30
✓ 1/5 " Blocks	2480	7.26
✓ 1 Pistol S. M. Co.	500	6.00
✓ 1/2 dy. Riddle Knitting Cotton	40	40
✓ 1/2 " " " "	40	80
✓ 1/2 " " " "	75	48 1/4
✓ 13 yds garden webbing	6 1/2	8 1/2
✓ 1 1/2 dy. Cuffs @	200	7 88 1/3
✓ 1/5 " Cotton linen	90	120
✓ 1 1/2 " needles	27	3 92
✓ 1/5 " White shirts	600	400
✓ 1/3 " Red undershirts	400	1 88 1/3
✓ 1/3 " Blocking Brushe	200	66 2/3
✓ 1/5 " " "	250	41 2/3
✓ 1 1/2 " Hose garters	77	2 77
✓ 1 1/2 " Ward socks, white	300	13 25
✓ 1 1/4 " " "	300	13 75
✓ 1/2 " Ladies Bells	400	2 00

1/2 yd. Ladies Companion	600	60
1 1/2 " Face powder	50	50
1 yd. Garters	40	40
1/2 " Button fastener	60	30
1 yd. Girls' shoes	40	20
1 1/2 " Ladies Cup	40	2 33 1/3
1/4 " Slamping outfit	40	100
1/3 yd. Boy's suspenders	40	33 1/3
1/2 " " " "	40	38
1/4 " " " "	20	60
1 1/2 " Astor's shirib-	20	1 33 1/3
1/4 " Hood	50	33 1/3
1/4 " Jersey wool	35	33 1/3
123 yd. Toweling	40 2/3	384
1/4 " White Prose	12 1/2	7 1/5
1/9 " Vapkin	20	90
1/9 " " " "	6	54
1/4 " Towels	8	32
1/4 " " " "	30	33
177 yd. Toweling	75 2/3	262
1/4 " Caset-	30 1/3	7 33 1/3
1/3 " Knight - Hops	33 1/3	60 2/3
1/4 " Bag	30	30
1/4 " Blouse, mens dog skin	60	60
2 wood shirib	50	100
1/3 " shirib	30 1/3	1 60 2/3
1/3 " " " "	50	150
1/4 " Looking Glass	40	160
1/4 " Ladies Cup	30 1/3	30 1/3
1/4 " Jersey wool	50 1/3	33 1/3
		98 6 1/3

Item	Quantity	Unit Price	Total
Knocking white	172 yds	5 1/2	90
"	172 "	5	860
"	172 "	2 1/2	426 1/2
Silk Hankerchief	12 1/2	4 00	50
Gloves	2	33 1/3	66 2/3
"	2	2 1/2	5
Loody Cuffs	12	2 1/2	30
Ribbons	170 yds	5 1/2	90
Safety Pins	15	2 1/2	37 1/2
Cuff holder	2 1/2	75	187 1/2
Tablet	1 1/2	75	112 1/2
Tablet netting	12 yds	7 1/2	90
Fan	1	35	35
Cuff holders	5	2 1/2	12 1/2
Netting	3 1/4	12 1/2	41 1/4
Silk floss	15	5 00	75
Silk floss	20 yds	7 1/2	150
Ribbons	1/4	75	18 1/4
Dress shield	2 1/2	1 1/2	3 1/2
awl button	1	75 0	75 0
groove expenceil	4	5 00	20 00
rubber "	2 1/2	75 0	187 1/2
" Cedar	3 1/4	60	195
" slate	1/2	75	37 1/2
fan	1/4	30 0	7 1/2
Rustle Hair brush	1/4	4 00	1 00
"	1/2	2 00	1 00
shoe slip	1	1 00	1 00
Shoing brush	1 1/4	5 1/2	6 1/4
rod	1 1/2	50	75
"	5/12	60	25
"	1/12	40	3 1/3
Pipes	2 1/2	33 1/3	83 1/3

$$\begin{array}{r} 3 \\ 400 \\ \underline{1200} \\ 2800 \\ \underline{2400} \\ 400 \end{array}$$

1/4 dy	Truck Comb	@ 40 dy.	50
5/8 "	H Comb	50	42 1/2
1 "	Publ "	75 -	75
5/8 "	Truck "	75 -	62 1/2
7/4 x "	Frame " ast-	60	76
13-1/4 "	Publ "	75 -	2 43 3/4
11 "	Frame "	40	40
1-1/2 "	Tooth Brushes	60	1 75
2/3 "	Crossing needles	2 1/2	20
1/12 "	Collogues & face powder	2 w dy.	76 3/4
1/2 "	sub-Ranger string	2 w " sub	00
1 "	pk needle ast	30	30
2 dy softy-	pin	55 dy.	10
3/4 "	penstoffs	20 "	15
87 Box	ast Judy	2 w "	2 00
1 "	ast - ast simotions	25 -	25
7 pr	specks @	75 -	15
17 Box	sub. Jamb.	40	40
1/2 dy	linen thread	75 -	43 3/4
4 1/2 dy			
4 1/2 dy	Silk	75 -	67 1/2
1/2 "	lyth Cologne	70 w	60
2 "	ball boxes	7 1/2	75
70/12 "	" " wool	18	15
1/4 "	button eyes	80	7 1/2
1/2 "	Lye needles	30	15
8/3 "	Pencils holder	725	84
			14 73 1/10

7. 1/2 shoes

7 11	11	
7 11	11	
7 11	11	
7 11	11	
7 11	11	
2 11	11	
5 11	11	
7 11	11	
7 11	11	
11 11	11	
10 11	11	
6 11	11	
2 11	11	
3 11	11	
2 11	11	
2 11	11	
7 11	11	
7 11	11	
5 11	11	
4 11	11	
10 11	11	
7 11	11	
9 11	11	
10 11	11	
24 11	11	
7 11	11	
7 11	11	
2 11	11	
11 11	11	
10 11	11	
12 11	11	

Men shoes

Men Brogs

Lady shoes

Miss shoes

Bar shoes

Boys shoes

7 00	1 00
65	65
1 00	1 00
65	65
1 00	1 00
65	1 30
85	4 20
1 00	7 00
1 00	7 00
7 25	7 25
7 50	9 00
7 25	7 50
7 00	2 00
7 00	3 00
7 25	2 50
7 00	2 00
2 00	2 00
7 00	1 00
7 00	1 00
7 00	5 00
7 00	4 00
60	6 00
60	6 60
25	2 25
50	5 00
60	14 40
45	8 55
60	2 00
90	18 90
80	6 60
60	4 20
45	4 50
40	80
	12 5 40

V10

9 pair shoes

4 " "

4 " "

7 " "

✓ 4 " "

2 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

7 " "

✓ 7 " "

✓ 2 " "

Slipper shoes

over shoes shoes

Slipper shoes

"Zabulit" "L" with
Mr. it John's shoes

85	74	57
85		85-
75	2	25-
75	3	00
75	4	00
725-	1	25-
75	2	00
75	3	00
100	1	00
725	2	25-
75	7	00
49	49	
60	60	
75	75	
75	75	
100	100	
800	800	
105	105	
250	250	
100	100	
250	250	
50	50	
87 1/2	1	00
100	1	00
100	1	00
75	75	
100	1	00
49	49	
700	700	
5	5	00

H.D.Wilson et als.

Defendants.

ads.

In Chancery.

J.W.Howard & Co.

Plaintiffs

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The separate demurrer and answer of Lee Jones to a bill in chancery exhibited against him and others in this honorable court by J.W.Howard & Co.

Respondent says that ~~xxxx~~ the complainants' bill is not sufficient in law to call upon him to answer it in this honorable Court, but that there is good cause of demurrer thereto, and he demurs accordingly and prays judgement of his said demurrer &c.

And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him, answering he says:

That it is true that on the 30th day of August 1894, J.W. Howard ~~xxxx~~ and C.E.Howard, partners doing business under the firm name and style of J.W.Howard & Co., and J.F.Howard made, executed and delivered a deed of trust on a stock of goods situated at Olin er, Virginia, consisting of dry goods, notion groceries, clothing, soda fountain, &c.as per invoice of which this respondent had a copy, amounting to ~~\$1391.00~~ \$1391.00 This conveyance was in trust for the purpose of having said goods restored to the possession of the said J.W.Howard & Co. and for that purpose, to induce and procure one H.D.Wilson to go upon and execute three notes as the surety of the said J. W.Howard & Co., and J.F.Howard, and to secure and hold harmless the said Wilson as the security on said note. And it was made the duty of the said trustee upon request in writing by the said H.D.Wilson, and upon proof of the amount that he had paid by reason of being the surety on said notes, to sell said ~~xx~~ stock of goods or so much of them as might be necessary for cash in hand and out of the proceeds thereof to pay to the sad said Wilson the sum shown to be due him, by reason of his suretyship on said notes and the execution of said trust, all of

which will more fully and at large appear by reference to said deed of trust which is herewith filed as part hereof, marked "Trust Deed".

Respondent will now show your honor that after the execution of said trust deed, said goods wares and merchandise embraced and described therein (which were then in the possession of the Sheriff of said County on attachment proceedings sued out against J.F.Howard by J.S.Moore & Co.) were restored to the possession of the said J.W.Howard & Co., who a day or two thereafter employed, as your respondent is informed, one W.H. Johns as a clerk to aid them in the sale of said goods. Your respondent understood it to be the agreement upon the part of the said J.W.Howard & Co., to deposit in the ~~Bank of~~ Appal- lachian Bank, at Big Stone Gap, the money received by them for the sale of said goods sufficient to pay off the said three notes executed to the said J.S.Moore & Co. amounting to \$418.00 for which the said Wilson was surety as aforesaid, and so understanding said agreement, and that it was mutually satisfactory to the said Wilson and the said J.W.Howard & Co, your respondent took no further care of the matter until the 11th day of January 1895, when he received a written notice from H.D. Wilson informing respondent that he had had to pay and had paid the second of said three notes for \$139.33 with its interest, which became due and payable Dec.31st 1894, and requiring this respondent to sell enough of said goods conveyed to him in said trust deed to repay to the said Wilson the sum so paid by him, all of which will more fully and at large appear by reference to said written notice herewith filed as part hereof marked "Notice". Respondent at once advertised said goods for sale and on the 1st and 2nd days of February 1895, after having advertised the time place and terms of said sale, for 20 days, as required by the terms of said trust deed, proceeded to have an invoice made of the goods, wares and merchandise still on hand and in the possession of the said J.W.Howard & Co., which said inventory thus taken showed goods still

on hand amounting at the invoice price to \$509.41 1/6. Said invoice is here filed marked "Invoice". After taking said invoice, your respondent proceeded to sell at public auction to the highest bidder goods to the amount of \$155.00.

It is true that the invoice price of said goods was \$541. but respondent denies that they were reasonably worth that sum. They were largely remnants, not at all salable, but let them be worth what they might have been, they only brought the sum of \$145.00 to \$155.00, and respondent did everything in his power to obtain for them the highest possible price. It is true that after selling said goods there remained in the possession of your respondent goods amounting to \$168.35 at the invoice price. It is true that your respondent has refused to deliver the same or any part thereof to the complainants. The reasons for which action respondent will now state to your honor: Respondent was informed by the said H.D.Wilson that the third and last of the notes executed to the said J.S.Moore & Co., upon which he, Wilson, was security was still unpaid. Said Wilson notified your respondent to retain the possession of said goods until said note was paid, and informed him that if he did not do so, that he, Wilson, would hold this respondent responsible for said goods. In addition to that before respondent could have delivered said goods under the terms of said trust deed the firm of Bamberger Bloom & Co. had instituted a suit against the said Howards and made this respondent a party thereto, claiming a large debt against said Howard and seeking to subject said goods to the payment thereof. Respondent will now state to your honor that said cause is still pending in your honor's court, and he refers to the same and asks your honor to read it in connection with this, his answer.

Respondent has heard read the answer of his co-defendant, W.H.Johns, in which the said Johns accounts for the whole amount of said invoice of \$1391.00; he believes said answer to be true, and he adopts the same in that particular as part of his answer.

Respondent here states that in this whole matter he has acted simply as a trustee; that he has no interest whatever in the matter and is ready and willing that any proper decree which fully protects him, should be entered. And now having answered, he prays to be hence dismissed with his costs.

Duncan v. Hyatt p. 2.

H. D. Wilson et al
vs
answer
advs of
Lee Jones

J. H. Howard & Co.

Filed in open Court
and by leave thereof
March the 6th 1878
A. B. Munsey
Clerk

H.D.Wilson et als.

Defendant

Ads.

In Chancery.

J.W.Howard & Co.

Plaintiffs.

To the Honorable W.T.Miller, Judge of the Circuit Court
for Lee County, Virginia:

The separate demurrer and answer of H.D.Wilson to a bill in
chancery exhibited against him and others in this honorable
Court by J.W.Howard & Co.

Respondent says that the complainants' bill is not suffic~~ient~~
cient in law to call upon him to answer it in this honorable
Court, but that there is good cause of demurrer thereto, and
he demurs accordingly and prays judgement of his said demurrer

And not waiving said demurrer, but relying and insisting
there, should other and further answer be required of him, an-
swering, he says: That it is true that on the 30th day of
August 1894, complainants and J.F.Howard made executed and de-
livered a deed of trust on a stock of goods at Olinger, Va.,
consisting of dry goods, groceries &c., to the said Lee Jones,
Trustee, and respondent supposes that an invoice of said stock
of goods was made at the time of the execution of said trust
deed; and he supposes the same amounted to \$1391.00, though of
this he has no personal knowledge. The purpose of said trust
deed was to induce your respondent to execute with the said
Howards and as their surety three notes amounting in the aggre-
gate to \$418.00, which notes were made payable in two, four
and six months from date, and to indemnify him from any loss
that might result from said suretyship, and to repay to him
by a sale of said goods, or enough thereof for the purpose, of
any sum which he might have to pay on said notes by reason of
said suretyship. And in said deed of trust it was provided
that if respondent did have to pay any sum on said note, then
that said trustee, upon being required so to do by your res-
pondent in writing, to sell said goods or so much of them as
was necessary for cash in hand and out of the proceeds thereof
to pay your respondent the sum shown to be due him.

Respondent will now show your honor that after the execution of said trust deed, the said J.W..Howard & Co. were restored to the possession of said goods (the same having been theretofore levied on and taken possession of under attachment proceedings by L.M.Wade, Deputy sheriff) and went to selling the same, and a day or two thereafter, they employed as respondent is informed one W.H.Johns as a clerk to aid them in the sale of said goods, stipulating, as respondent is informed believes and charges, in the writtten agreement between the said Johns and themselves, to turn over cash to the amount of \$418.00 to be paid on the notes then in the Appalachian Bank, endorsed by your respondent. After this your respondent rested secure believing said ~~par~~ Howards would protect one who had befriended them . He rested easy in mind until about the last of December 1894, when he was called upon to pay, and had to pay the second of said notes, to wit, the sum of \$139.33 with the interest thereon for four months. And on the 11th of January 1895 pursuant to the terms of said trust deed he gave the said Lee Jones, Trustee a written notice to sell said stock of goods or enough thereof to repay to him the sum thus paid on said note, and in accordance with said written notice the said Jones on the 1st and 2nd days of February 1895 did sell enough of said goods to repay him the sum which he had paid out. Respondent does not know the amount of goods so sold, what they were invoiced at, or what they were really worth, but he does know that so far as he could see, the said Jones obtained for said goods and each article thereof, as much as said goods would bring under the terms of sale, which was cash down.

Respondent denies that W.H.Johns was his agent; but upon the contrary he here asserts that the said Johns was employed by the said J.W.Howard & Co.; that he was paid by them out of said stock of goods; that they, the said J.W.Howard & Co. were to turn over to the said Johns a sum sufficient to pay off and discharge said three notes aforesaid. Said Johns was not the agent of your respondent to make retail sales, of said goods.

With the sales of them, or the manner thereof, respondent had nothing whatever to do. The goods after said trust deed was executed were returned to the possession of the said J.W.Howard & Co., both of whom remained there a great deal of the time, and one or the other of them, almost all the time from the execution of said trust deed up to the 1st of February 1895. And respondent has been informed, believes and charges that the said Howards controlled said business, and gave general directions how said goods should be sold, and they and ~~th~~ their clerks, W.H.Johns, sold them as they were sold. Respondent gave no directions in reference thereto. It was not at his request by his consent or with his knowledge that any of said goods were sold on a credit; that the money received from sales thereof was wasted or misapplied. And had your respondent known that such was being done he would have required said trustee to have taken possession of said goods much quicker than he did.

Respondent says it is true as before stated that said trust deed was executed on the 30th day of August 1894, but it is not true that at the same time, the said Johns entered said store as the agent of your respondent, and took possession of said goods.

Respondent does not know how many of said goods were sold either by the said Johns, by the said J.W. or the said C.E. Howard, or by all of them together between the 30th day of August 1894 and the 20th day of January or the 1st day of February 1895; nor does he know the invoice price, or the value of the goods remaining on hand on said last mentioned days. But respondent denies that said goods were sold, such as were sold, by his agent or that he had anything to do therewith. He denies that the said Johns, as his agent, collected any money from persons indebted to the said firm of J.W.Howard & Co. for goods previously sold. Said Johns may have made collections on debts due the said firm, but if he did so, he made said collections for the said Howard, and as their agent.

Respondent denies that on the 20th day of January 1895 or on the 1st day of February 1895, or any other day that he knew of the amount of sales which the said Johns had made, or the amount of money collected by him from old customers of the said firm.

Respondent says it is true that he claims there were no funds from the sale of said goods to meet said second note, and well he might do so, because, as surety for said parties, he had to pay the same himself.

Respondent does not know how much if anything the said Howards were damaged but he most emphatically denies that he is liable to them for any part of said damages if there were any. He did not cause said damages; he had no control of said business; and was as anxious as any person could be that it should be conducted properly, at least until enough was realized therefrom and properly turned over for the purpose to pay off said notes and relieve him from responsibility thereon. Respondent says the third and last of said notes became due on March 1st, and he fears he will have to pay it, and he respectfully asks that the goods still in the hands of said trustee be held for his indemnity.

Respondent now having answered said bill as fully as he is advised that it material for him to answer, and here ~~expressly~~ again expressly denying that said Johns was his agent, or that he in anywise controlled his actions while he was so clerking for the said Howards or that he in any way ~~consented~~ consented to the mismanagement of said business, and here expressly denying every allegation in said bill intended in any way to charge make or hold him responsible for any of the acts of said Johns or of the said Jones, Trustee, and denying generally every allegation not hereinbefore admitted and explained, or denied, prays to be hence dismissed with his costs &c.

Samuel V. Hyatt, Jr.

H. D. Wilson et al

ads. $\begin{matrix} \approx \\ \approx \\ \approx \end{matrix}$ Answer of
H. D. Wilson.

J. W. Howard & Co

Filed March the 8th

1894

A B Munsey
Clk

J.W.Howard & Co.

Plaintiffs.

vs.

In Chancery.

Lee Jones et als.

Defendants.

This cause came on again this day to be heard upon the papers formerly read and the decree entered at the last term of this court suggesting the non-residency of the plaintiffs, and requiring them to execute bond before the clerk of this court in the penalty of one hundred and fifty dollars to secure the costs of this suit by the first day of September 1895, *and was argued by counsel* ~~and it~~ appearing to the Court that the said complainants have failed and refused to execute said bond, it is there fore adjudged ordered and decreed that the complainant's bill be dismissed, and that the defendants recover against the complainants their costs abaout their defense in this case expended, for which execution may issue. And the cause is stricken from the docket.

J. W. Howard & Co

vs. $\frac{3}{2}$ Decree final

Lee Jones et al

O.B.P. 248

Enter this decree
Nov. 8th 1895-

W. L. M.

J. W. Howard et al }
vs } In chy
Lee Jones et al }

It being suggested that the Plaintiffs in this cause are not residents of the State of Virginia, it is ordered that unless the Plaintiffs shall by the 1st day of September 1895 file with the clerk of this Court a good & sufficient bond for security for the costs ^{in the penalty of \$150.00} herein this cause shall stand dismissed as of the date last named - Plaintiffs being allowed till that date to file said bond by consent of defendants.

J. W. Howard & Co.

b} Deceit

Lee Jones et al

Enter

M. T. M.

June 11th 1895.

Entered in Chy
Order Book
Page 213

J. W. Howard & Co.

vs. Deere

H. D. Wilson & others

This day came the defendants H. D. Wilson, W. H. Johns and Lee Jones, by counsel, and filed herein separate demurrers and answers to the bill of complaint, to which the plaintiffs replied generally, and this cause is continued.

In Chancery
J. W. Howard & Co

vs. } Deere

H. D. Wilson et
al

Enter this.
Mar 6th 1895

W. M.

O. B.

Page 158

Lee. Jones Frost

"Lee Jones"

P.(1)

Invoice of the Howard
Stock of Goods For
Lee Jones.

January, 30th 1896-

To 6 Show Cases @ \$7 ⁵⁰ / ₁₀₀	42.00
" 55 ² / ₃ Dtz Spool Thread @ 45 ^c	24.75
" 2 Spool Cases @ 150	3.00
" 1 Pr. Counter Scales @ 150 ^c	15.00
" 2 Twine Holders @ 75 ^c	1.50
" 1 " " @ 25 ^c	.25
" 1 Bag Tunnel @ 25 ^c	.25
" 3 Sugar Scoops @ 15 ^c	.45
" 4 Cans Mixed Paint @ \$1.25	5.00
" 22. Mule Shoes @ 5 ^c	1.10
" 12 ¹ / ₂ Pr. Trace Chains @ 45 ^c	5.62 ¹ / ₂
" 4 ¹ / ₂ " " @ 35	1.57 ¹ / ₂
" 1 Dtz. Wood Bkts @ 135 ^c	1.35
" 1/2 " Stocked Plows @ 14 ⁵⁰ / ₁₀₀	7.00
" 43. Gall. Vinegar @ 18 ^c	7.74
" 6 " Syrup @ 28 ^c	1.68
" 2 D. Shoes @ 250	5.00
" 1 Oil Tank @ 5.00	5.00
	<hr/> 128.27

1 Stove & Pipe	@ 9 ⁰⁰	9.00
" 100 Grain Bags	@ 7½ ^c	7.50
" 3 Scythes	@ 60 ^c	1.80
" 18 Cows	@ 10	1.80
" 1 Shawl	@ 60	60
" 4 B- Shawl	@ 25 ^c	25-
" " " "	" 27	27
" 1 Doz Handkerchiefs	@ 75 ^c	75-
" 1 Powder Can & Flask	@ 75-	75-
" 8 Clevises	@ 7 ^c	56
" 2 L- "	@ 40 ^c	90
" 5 H. Containers	@ 10½"	52½
" 35 Bolts	@ 3½ ^c	1.22½
" 20 Pin Hinges	@ 25 ^c	5.00
" 1 " Hammer	@ 33½ ^c	385
" 2 Single Tree	@ 8 ^c	86
" 100 Plates	@ 3½ ^c	3.50
" 6 ½ Doz L. Churns	@ 62½ ^c	4.01
" 30 Pec Glassware	@ 8½ ^c	4.25-
1 Set Plate	@ 65-	1.65-
1 Kg. Clothes Pins	@ 100	1.00
		<u>44.93½</u>

P-3-

50	5	Pkts. @ 25 ^c		1.25-
"	1/2	Dog-Sifter @ 25 ^c	207-	1.25
"	1 3/4	" Cake Pans @ 135 ^c	207	2.19 1/2
"	13	Wash Pans @ 5-		.65-
"	13	Dog. Qt. Cups @ 60 ^{cts}		.20
"	1/3	" Strainers @ 60		.20
"	10	Cake Cutters @ 3 1/2 ^c		.35-
"	1/2	Dog. Dippers @ 35 ^c	207-	1.75
"	1/2	" Pie Pans @ 35 ^c		1.75
"	4	Curry Combs @ 6 1/4		.35-
"	34	Bats, 10 x 7 @ 7 1/2 ^c		2.55-
"	1/2	Dog. Wash Pans @ 75		.37 1/2
"	105	Bolts @ 5 1/2 ^c		4.72 1/2
"	48	3 in Bolts @ 1 1/2 ^{cts}		.63
"	71	6 x 1 1/2 Bolts @ 3 1/2 ^c		2.48 1/2
"	24	6 x 1 1/2 Bolts @ 3 1/2		8.71 1/2
"		Hooks & Eyes @		90
"	25	1/4 x 8, Starch @ 3 1/2		5.32 1/2
				30.05-

To 7 Wash Boilers	@ 20 $\frac{1}{2}$	143 $\frac{1}{2}$
" 2 Sets Bed Springs	@ 100	2.00
" 1 Anger	@ 75 ^c	75-
" 1 Bt Button Hooks	@ 25 ^c	25-
" 28 " Wood screws	@ 15 ^c	4.20
" 4 doz. Nail Screws	@ 15-	.60
" 1 Bt. Gate Locks etc.	@ 25-	.25
" 1 Skillet	" 15-	15-
" 4 Bridle Bits	@ 125 ^{dog}	41 $\frac{3}{4}$
" 1 # Copperas	@ 2	02
" 1 # Borax	@ 15-	15-
" 5 $\frac{1}{2}$ # Rosin	@ 6	83
" 1 $\frac{1}{4}$ # Mustard	@ 35 ^c	43 $\frac{3}{4}$
" 8 # Ground Spice	@ 15 ^c	1.20
" 4 $\frac{1}{2}$ # Cr. Tartar	@ 40 ^c	1.80
" 100 # Nutmeg		.60
" $\frac{2}{3}$ doz. Death or rats	@ 100 doz	66 $\frac{2}{3}$
" 2 Bx Ast. Drugs	@ 200	400
" 1 " " "	@ 50	50
" 1 " " "	@ 200	200
" 1 doz Liment		2.00
		<hr/> 2375-

P 5-

20 $\frac{3}{4}$ doz. Asst. Drugs	@ 2 ⁰⁰	1.60
" 1 " " "	@ 50	00
" 11 Bot. Soothing Syrup	@ 125	1.15
" 2 doz. Boto Paragoric	" 60	1.20
" $\frac{1}{2}$ " Vial Oil	" 16 $\frac{2}{3}$	1.00
" $\frac{1}{10}$ " Camphor	" 1 ⁰⁰	3 30
" 8 Bot. Mustard	" 2 $\frac{1}{2}$	2.00
" $\frac{1}{2}$ doz. ^{P.} Quick relief	" 16 $\frac{2}{3}$	1.00
" 1 " J.P.S. Quick relief	" "	2.00
" $\frac{1}{4}$ " " " "	" "	1.00
" 8 Boto. Big G.	" 33 $\frac{1}{3}$	2.66 $\frac{2}{3}$
" 1 Asst. Drugs		1.00
" 7 Boto. Spasmo Lin-	" 11 $\frac{2}{3}$	1.16 $\frac{2}{3}$
" 2 " Laudanum	" 2 $\frac{1}{2}$.00-
" 7 " Y. Iron	" 2 $\frac{1}{2}$	17 $\frac{1}{2}$
" 4 " British Oil	" 5-00	20
" 1 doz. B. Cobelia	" 5-	60
" 7 Bot. " "	" 5-	35

16.59

7-6-

Go 10	Rot. Oil Spike at 6 $\frac{1}{2}$	60
" 6	" Womans Relief 66 $\frac{3}{8}$	4.00
" 3	" Lightning Med. 33 $\frac{1}{8}$	1.00
" 8	" Worm Killer 16 $\frac{3}{8}$	1.33 $\frac{1}{2}$
" 4	Box H. & C Powder 12 $\frac{1}{2}$	67
" 4	" Corn Killer 6 $\frac{1}{4}$	25
" 4	Bot. Cough 2-Drops 16 $\frac{3}{8}$	66 $\frac{3}{8}$
" 7	" Back-Oil 16 $\frac{1}{4}$	43 $\frac{3}{4}$
" 12	Box E-Dye each 6 $\frac{1}{4}$	42 $\frac{1}{2}$
" 48	Cans Baking Powder 5 $\frac{1}{2}$	2.40
" 1 $\frac{3}{4}$	Box Spice 10	17 $\frac{1}{2}$
" 59	Box Soapine @ 3 $\frac{3}{4}$	2.21 $\frac{1}{4}$
" 77	" Blueing @ 21 $\frac{1}{2}$	1.84 $\frac{3}{4}$
" 19	" Blacking " 40	.60
" 70 $\frac{3}{4}$	Sets knitting needles " 3	2.10
" 16	doz B. Knives " 120	.30
" 1	" Thimble " 30	.30
" 3	Balls Shoe Thread " 4 $\frac{1}{4}$	12 $\frac{1}{2}$
" 1 $\frac{1}{2}$	doz Lamp Burners " 85	42 $\frac{1}{2}$
" 56	- 44 Castgs - " 1 $\frac{1}{2}$.84
" 1	Box Peg stools	10
		<hr/> 20.53 $\frac{3}{4}$

Go 1 Set knives	45	45
" 3 " G. Spoons	6 $\frac{1}{2}$	18 $\frac{3}{4}$
" 237 Lamp wicks		90
" 7 Sets Big Spoons		.65
" 1 Cash Drawer		1.70
" 2 $\frac{1}{2}$ doz. Hunting Coats	40	90
" 27 yds. Sewing	16 $\frac{2}{3}$	4.50
" 14 $\frac{1}{2}$ " "	"	2.41 $\frac{1}{2}$
" 9 $\frac{1}{2}$ " White Cape	12 $\frac{1}{2}$	1.18 $\frac{1}{4}$
" 4 Napkins	10	.40
" 12 " "	6	.72
" 2 Corsets	33 $\frac{1}{3}$	66 $\frac{2}{3}$
" 2 Undershirts	"	66 $\frac{2}{3}$
" 1 doz Beads	30	30
" 1 Looking Glass	50	50
" " " "	33 $\frac{1}{3}$	33 $\frac{1}{3}$
" " " "	6 $\frac{1}{4}$	64 $\frac{1}{4}$
" " " "	33 $\frac{1}{3}$	33 $\frac{1}{3}$
" 7 Ladies Caps		18.96 $\frac{3}{4}$

P. 8.

4 1/2 doz. Pins & Buttons @ 40		1.60
" 2 Towels	15-	30
" 248 Envelopes	2 40	.60
" 19 Mem. Books		.60
" 2 " "	7 1/2	1.5-
" 4 Chambers & Lids	50	1.00
" 2 " "	40	.80
" 5 Collar Pads	29	1.45
" 9 Back Bands	12 1/2	1.12 1/2
" 7 Saddle Girths	16 2/3	1.16 2/3
" 14 doz Bridles	2.00	2.80
" 16 " do. Bridles	9 50	1.50
" 14 Hore	3.75-	4.87 1/2
" 16 Stirrups	1.75-	1.48 5/6
" 7 " "	1.25-	70
" 1 Girth Shoof	3.50	3.00
" 1/2 doz rakes	3.10	3.50
" 1 Broom	2.00	1.50
" 1414 368 Saddle Pad	2.50	5.00
" 14 Quiver & Knife		40
" Calf Skin Collar		1.50

28.88

Lo 2 Ruga	10	31
" 1 Cloth Collar	30	30
" 1 Coffee Pot	1.00	1.08 $\frac{1}{2}$
" 2 Pen Holders	20	60
" 7 Dyz. Papers Pine	30	2.10
" $\frac{2}{3}$ " Linen Collars	90	60
" 7 Pair Cuffs Mens	2.10	1.16 $\frac{1}{2}$
" 237 Papers Kuddles	27	4.86
" 8 Peto	33 $\frac{1}{2}$	2.66 $\frac{2}{3}$
" 13 Yds Kingham	12 $\frac{1}{2}$	1.62 $\frac{1}{2}$
" 1 Boys Shirt	1.96	1.70
" 3 Light Coat	1.00	8.00
" 2 Pr. Overalls	45	.90
" 5 " Boys Suit	1.75	8.75
" $\frac{1}{2}$ Dyz. Towel		87 $\frac{1}{2}$
" 5 Table Cloaking	8 $\frac{1}{2}$	42 $\frac{1}{2}$
" 124 Blue Mass	60	60
" 2 1/2 45 Pills	20	75
		<hr/> 31,30 $\frac{1}{2}$

50 $\frac{1}{2}$ doz Plaster	150	1.35
" 5# Madder	12 $\frac{1}{2}$	63 $\frac{1}{2}$
" $\frac{1}{2}$ doz Candy Jar	350	1.50
" 1 Jobe Cutter	50	.50
" 50 Rubber Bands	7 $\frac{1}{2}$	1.50 3
" 1 Show Case ext. Buts.	650	6.50
" 8 doz 7 7 "encus	950	2.40
" 4 $\frac{3}{4}$ " " "	1.50	.60
" 6 " " "	75	3.50
" 28 Gas Russian	7 $\frac{1}{2}$	2.10
" $\frac{1}{3}$ doz B. Clock	2.00	66 $\frac{2}{3}$
" $\frac{1}{2}$ " " " "	200	1.00
" 9 P. Cuff Holders	945	1.50
" 2 Neckties		.20
" 36 Gas Tearing	12 $\frac{1}{2}$	4.40
" $\frac{2}{3}$ doz Dress Shields	1000	66 $\frac{2}{3}$
" 16 " H. R. M. H. H.	33 $\frac{1}{2}$	66 $\frac{2}{3}$
" $\frac{5}{12}$ " " " "	76 $\frac{2}{3}$	85 $\frac{1}{2}$
" $\frac{3}{4}$ " Shaving Brush	6 $\frac{1}{4}$	5-6 $\frac{1}{4}$
" $\frac{1}{2}$ " Truck Combs	40	20
" 1 " " "	6 $\frac{1}{4}$	106 $\frac{1}{4}$

27.85 $\frac{1}{3}$

4	28 Course Combs	@ 6 $\frac{1}{4}$	1.70
"	1 doz. Tooth Brushes	75	.75
"	2 Sets Violin Strings	2.00	.33 $\frac{1}{3}$
"	10 Pen Points	.07 $\frac{1}{2}$.07 $\frac{1}{2}$
"	13 doz Balls Tape	10	.33 $\frac{1}{3}$
"	15 $\frac{1}{2}$ Sulfur	.05	77 $\frac{1}{2}$
"	1 Alpaca Coat	1.50	1.50
"	4 doz. Cumberic	7 $\frac{1}{2}$.50
"	12 Hats	72 $\frac{1}{2}$	8.70
"	1 "	2.00	2.00
"	3 "	1.25	3.75
"	11 Boys Hats	8 $\frac{1}{3}$	91 $\frac{2}{3}$
"	29 " "	16 $\frac{2}{3}$	4.87 $\frac{1}{3}$
"	1 P. Shoes	1.00	1.00
"	1 " "	1.10	1.10
"	1 " "	1.00	1.00
"	1 " "	1.25	1.25
"	1 " "	1.00	1.00
			<u>31.06$\frac{2}{3}$</u>

P-12 -

Go	1	Pr.	Shore	@ 75	70
"	1	"	"	2.50	2.50
"	1	"	"	2.50	3.50
"	1	"	"	1.50	1.50
"	3	"	"	75	2.25
"	1	"	"	1.00	1.00
"	1	"	"	1.00	1.00
"	1	"	"	1.50	1.50
"	2	"	"	1.50	3.00
"	1	"	"	1.20	1.20
"	1	"	"	1.00	1.00
"	1	"	" 8	70	70
"	1	"	"	1.00	1.00
"	1	"	"	1.50	1.50
"	6	"	"	50	3.00
"	3	"	"	50	1.50
"	9	"	"	33 $\frac{1}{3}$	3.00
"	7	"	"	25	1.75
"	3	"	Rubber	37 $\frac{1}{2}$	11.25
"	3	"	Shore	125	3.75
"	1	"	"	90	90
"	1	"	" 8	75	75
				37.67 $\frac{1}{2}$	

$24.92\frac{1}{3}$

Go 1 Lady Hat	75	75
" 3 " 50	50	1.50
" 1 " "	1.25	1.25
" 11 B&S. Fish Hooks		.50
" 4 Purse	6 $\frac{1}{4}$.25
" 9 Combo	5	.45
" 7 B&S. Suspenders	7 $\frac{1}{2}$	5.25
" $\frac{1}{2}$ Doz. Art. Needles	2 $\frac{1}{2}$	15
" 1 Fan	75	75
" 3 Rubber Erasers	2 $\frac{1}{2}$	7 $\frac{1}{2}$
" $\frac{1}{2}$ yds Webbing	6 $\frac{1}{4}$	28
" 10 " "	6 $\frac{1}{4}$	6 2 $\frac{1}{2}$
" 2 Bikes	7 $\frac{1}{2}$	15
" 2 Rat Traps	6 $\frac{1}{4}$	12 $\frac{1}{2}$
" 1 Hand Bag	20	20
" 7 $\frac{3}{4}$ yds. Crynolyn	6 $\frac{1}{4}$	50
" 39 " Velvet	35	10.65
" 3 " "	35	1.05
" 4 Vests	25	100
2 Boys Overcoats	1.70	3.40
" " Vest	50	.50
" 18 B&S. axle Grease	6 $\frac{1}{4}$	1.15
		28.86 $\frac{3}{4}$

10-15-

No 13 yds Laron	5	.69
" 13 Rx cups	2 1/2	52 1/2
" 7 Bots. Muc.	3	21
" 2 3/4 # Indigo	75	2.06 1/4
" 1 # Bluestone	10	10
" 1 # H. 77. Peppers	12 1/2	12 1/2
" 35-# Peppers Ground	18	6.30
" 7 # H Nails	11	77
" 1 Bot Comp. Cathartic Pills		62 1/2
" 1/6 doz 1/2 Gall cups		14 1/2
" 1/4 " 1 " Curr Oil		50
" 1/3 " 1/2 "		45-
" 2 Pudding Pans		25
" 3 doz 1/2 Pt. cups		13
" Cation Hooks		20
" 4 1/2 # Red Wax	1.40	
" 2 Hor Lakes Spoons		.05
" 3 Waiters		10
" 67 # Paint		2.00
" 1 Tin Petalike		35-

15.38

2016

To 70 ft rope		155-
" 1 1/2 Gal Creek		12 1/2
" 6 # lbs feathers	55-	2,10
" 4 Hams	22	10
" 1 Sprinkler		36
" 1 1/2 Set. Hamstrings		50
" 1 rat Trap		06 1/4
" 1 Brown		70
" 1 Lamp		4,50
" 1 "		50
" 1 "		50
		<hr/> 8,93 3/4
" 10 Gall. Oil	11	1,10
" 3 Pr. Scissors	25	75-
" 1 Shoe peg Cutter	50	50
" 1 Nail Drawer	75-	75-
" 3 Hannels	10	30
		<hr/> 12,23 3/4

Total \$509.41 1/2

Subject to correction
in Calculation-

To Lee Jones Trustee:

You are hereby notified to sell the stock of goods wares and merchandize conveyed to you as trustee to secure me, as endorser on these notes, each for \$139.³³/₁₀₀, given by J. H. Howard and J. W. Howard to J. S. Moore & Son.

I have this day paid said J. S. Moore & Son, one of said notes, to wit, the 120 day note, which became due and payable Dec. 31, 1894.

This Jan 11, 1895.

H. D. Wilson

H B Wilson
To
Lee Jones Foster

"Notice"

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *H. D. Wilson W. H. Johns*
and Lee Jones trustee in a deed of
trust from J. W. Howard to E. Howard and
J. P. Howard

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *3rd* Monday in *February*, 189*8*, to answer a bill in Chancery,

exhibited against *them* in our said court by *J. W. Howard*
and E. C. Howard partners in trade
under the firm name of J. W. Howard & Co

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

15th day of *February*, 189*8*, and in the 11 *9th* year of the

Commonwealth.

A. B. Munsey Clerk.

J. W. Howard & Co

vs. { SUPCENA
IN CHANCERY.

H. D. Wilson et al

Bullitt & Kelly p. q.

To 2nd Feby Rules,
Circuit Court.

Executed Feb 16 - 1895
by Delivering a copy
of the within sum
to H. D. Wilson. Lee
James. & W. H. Johnson
Wife has being over
the age of sixteen years
& a member of their
family by Reading
& explaining to her
the full purports of this
sum. As the said John
not being found at his
place of abode. This
Feb 16 - 1895 L. M. Wade
D. S. for C. C. January
S. L. C.

J W Howard Treas
vs 2/3 Orig. Bill

Lee Jones & Co

Nov Term 1895 Deere
final ORBK P248

Plffs Costs

C	4.08
Tax	1.50
Shff	1.50
<hr/>	
	\$7.08

Defls Costs

C	2.88
atly	15.00
CoC	25
<hr/>	
	\$18.10